

11-21-2000

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



101523714

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

8.22.00

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

☒ New

☐ Resubmission (Non-Recordation)
Document ID #
☐ Correction of PTO Error
Reel # Frame #
☐ Corrective Document
Reel # Frame #

Conveyance Type

☐ Assignment

☐ License

☒ Security Agreement

☐ Nunc Pro Tunc Assignment

☐ Merger

Effective Date
Month Day Year

☐ Change of Name

☐ Other

Conveying Party

☐ Mark if additional names of conveying parties attached

Name Damark International, Inc.

Execution Date
Month Day Year
 08 22 2000

Formerly

75756776

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other
☐ Citizenship/State of Incorporation/Organization Minnesota

Receiving Party

☐ Mark if additional names of receiving parties attached

Name Bank of America, N.A.

DBA/AKA/TA

Composed of

Address (line 1) 231 South LaSalle Street

Address (line 2)

Address (line 3) Chicago

City

 IL

State/Country

 60697

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other
☐ Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002180 FRAME: 0381

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number 312 372 2000

Name

Rebecca B. Lederhouse, Esq.

Address (line 1)

McDermott, Will & Emery

Address (line 2)

227 West Monroe Street

Address (line 3)

Suite 4400

Address (line 4)

Chicago, IL 60606

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

4

Trademark Application Number(s) or Registration Number(s)

☒

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75 756276

75 829 493

2 151 669

1 314 078

2 009 229

1 781 871

2 096 693

2 050 979

1 174 634

2 220 275

1 492 264

Number of Properties

Enter the total number of properties involved.

31

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 790.00

Method of Payment:

Enclosed ☐

Deposit Account ☒

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

13-0206

Authorization to charge additional fees:

Yes ☒

No ☐

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Rebecca B. Lederhouse, Esq.

Signature

August 22, 2000

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

☐ Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

☐ Individual ☐ General Partnership ☐ Limited Partnership ☐ Corporation ☐ Association

☐ Other

☐ Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

☐ Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

☐ Individual ☐ General Partnership ☐ Limited Partnership

☐ Corporation ☐ Association

☐ Other

☐ Citizenship/State of Incorporation/Organization

EXPRESS MAIL Mailing Label Number

Date of Deposit:

I hereby certify that this paper or facsimile being deposited with the United States Postal Service Express Mail Post Office in / address service unit on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2500 Crystal Drive, Arlington, VA 22202-4302.

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

☐ Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

| | | |
|------------|------------|------------|
| 76 058 199 | 76 058 197 | 76 059 632 |
| 75 883 749 | 75 851 488 | 75 851 486 |
| 75 728 089 | 75 629 038 | 75 756 718 |
| 75 951 059 | 75 920 518 | |
| | | |
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|-----------|-----------|-----------|
| 1 301 585 | 2 250 523 | 2 286 379 |
| 2 368 322 | 2 368 320 | 2 349 999 |
| 2 323 155 | 1 802 397 | 1 783 035 |
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 22, 2000, between Damark International, Inc., (the "Assignor"), a Minnesota corporation, with a principal place of business at 301 Carlson Parkway, Suite 201, Minnetonka, Minnesota 55305 and BANK OF AMERICA, N.A., as secured party (the "Secured Party") with a principal place of business at 231 South LaSalle Street, Chicago, Illinois 60697:

W I T N E S S E T H :

WHEREAS, the Assignor has entered into a Credit Agreement, dated as of July 28, 2000 (together with all amendments and other modifications, if any, from time to time made thereto, the "Credit Agreement"), between Assignor and the Secured Party, as lender;

WHEREAS, in connection with the Credit Agreement, Assignor and its Subsidiaries executed and delivered a Security Agreement, dated as of July 28, 2000 (together with all amendments and other modifications, if any, from time to time made thereto, the "Security Agreement");

WHEREAS, the Assignor will derive substantial direct and indirect benefits from the making of Loans under the Credit Agreement; and

WHEREAS, as a condition precedent to the making of the Loans under the Credit Agreement, the Assignor is required to execute and deliver this Agreement and to grant to the Secured Party, a continuing security interest in all of the Collateral (as defined below) to secure all Obligations (as defined below).

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Secured Party to make Loans (including, without limitation, the initial Loans) pursuant to the Credit Agreement, the Assignor agrees, for the benefit of the Secured Party, as follows:

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Obligations, the Assignor does hereby assign, pledge and grant to the Secured Party, a security interest in and to the following property (the "Collateral"), whether now or hereafter existing or acquired;

- (a) all right, title and interest in and to all of the Assignor's registered and unregistered trademarks, service marks, trade names, designs, logos, indicia, and/or other source and/or business identifiers and the goodwill of the business relating to any and all of the foregoing, rights in such properties owned by others and any registrations or

applications therefor, which, in the case of applications or registrations, are now or hereafter issued by or filed with the U.S. Patent and Trademark Office, with any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or, if not so filed, are otherwise used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the marks, names, logos, indicia, trademark registrations and trademark applications listed on Schedule I attached hereto and made a part hereof (the "Trademark Collateral"); and

(b) all Intellectual Property (as defined in the Security Agreement) that is related to the Trademark Collateral.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Assignor for the purpose of recording the security interest of the Secured Party, in the Collateral with the United States Patent and Trademark Office and with the corresponding offices and authorities of any local, state or foreign governments. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Secured Party, under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon payment in full of all Obligations and the termination of all Commitments and termination of the Credit Agreement, the Secured Party shall, at the Assignor's expense, execute and deliver to the Assignor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including, without limitation, the remedies provided for therein) are incorporated by reference herein as if fully set forth herein and shall govern in the event of any inconsistency or conflict with the terms or provisions hereof.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

SCHEDULE 1

| Trademark | Registration/Application No. | Class(es) |
|--|------------------------------|-----------|
| NEXT | 75/756,276 | 42 |
| PBC | 2,151,669 | 35 |
| C.O.M.B. AUTHORIZED LIQUIDATORS and Design | 1,314,078 | 42 |
| PREFERRED BUYERS' CLUB | 2,009,229 | 42 |
| DAMARK INTERNATIONAL, INC. THE GREAT DEAL COMPANY and Design | 1,781,871 | 42 |
| VACATION PASSPORT | 2,096,693 | 35 |
| INSIDERS | 2,050,979 | 35 |
| C.O.M.B. | 1,174,634 | 42 |
| ESSENTIALS FOR HOME | 2,220,275 | 35 |
| Damark (Stylized) | 1,492,264 | 20 |
| INSIDER'S HOTLINE | 1,301,585 | 16 |
| BUDGET SAVERS | 2,250,523 | 35 |
| BUYER'S GUARD | 2,286,379 | 35 |
| UPLINK | 76/058,199 | 35 |
| E-LINK | 76/058,197 | 35 |
| PROVELL | 76/059,632 | 35 |
| PERFECT BALANCE | 75/883,749 | 42 |
| TODAY'S HANDYMAN | 75/851,488 | 35 |
| HANDY VALUES | 75/851,486 | 36 |
| BUYERS PLUS | 75/829,493 | 42 |
| SMALL BUSINESS ALLIANCE | 75/728,089 | 35 |
| GIFT GALLERY | 2,368,322 | 35 |
| VALUE ACCESS | 2,368,320 | 35 |
| SMART PERKS | 2,349,999 | 35 |
| VALUE PLUS | 75/629,038 | 35 |
| VALUE ONE | 2,323,155 | 35 |
| KALEIDOSCOPE | 1,802,397 | 42 |
| HOME FURNISHINGS WAREHOUSE | 75/756,718 | 42 |
| DAMARK INTERNATIONAL, INC. and Design | 1,783,035 | 42 |
| GETTING IT RIGHT TO YOUR CUSTOMERS' DOOR | 75/951,059 | 35 |
| CLICKSHIP DIRECT | 75/920,518 | 9, 35, 42 |

CH99 3541045-1 026505.0010

IN WITNESS WHEREOF, the Assignor has caused this Agreement to be duly executed and delivered as of the day and year first above written.

DAMARK INTERNATIONAL, INC.

By: Malik

Name: MARK A. COCK

Title: can - /lev

"EXPRESS MAIL" Mailing Label Number EL 32061449645
Date of Deposit: 8-22-01

Date of Deposits: 8-22-00

I hereby certify that this paper or form is being deposited with the United States Postal Service, Express Mail Post Office, Addressee service, to be delivered to the addressee, and that it is not subject to the provisions of the Federal Acquisition Regulation, 48 CFR 101-11.6, regarding the use of the Driver's License for identification.

[Handwritten signature]